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A G R E E M E N T

Between:

CITY OF JERSEY CITY,  
HUDSON COUNTY, NEW JERSEY

AND

JERSEY CITY  
POLICE OFFICERS BENEVOLENT ASSOCIATION

JANUARY 1, 1974 THROUGH DECEMBER 31, 1975

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JERSEY CITY POLICE OFFICERS BENEVOLENT ASSOCIATION

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble .....	1
I	Recognition .....	1
II	Maintenance and Modification of Work Rules .....	2
III	Association Representatives and Members .....	3
IV	Retention of Civil Rights .....	5
V	Retirement .....	6
VI	Leaves of Absence .....	7
VII	Dues Deductions .....	8
VIII	Management Rights .....	9
IX	Non-Discrimination .....	10
X	Work Week, Overtime .....	11
XI	Vacations .....	13
XII	Injury, Sick Leave .....	15
XIII	Insurance, Health, and Welfare .....	16
XIV	Tuition Reimbursement .....	17
XV	Exchange of Days Off .....	18
XVI	Holidays .....	19
XVII	Clothing Allowance .....	20
XVIII	Terminal Leave .....	21
XIX	Funeral Leave .....	22
XX	Military Leave .....	23
XXI	Bulletin Boards .....	24
XXII	Grievance Procedures .....	25
XXIII	No Strike Pledge .....	29
XXIV	Assignments, Reporting Time .....	30
XXV	Police Equipment .....	31
XXVI	Safety and Health Committee .....	32
XXVII	Qualifications of Employment .....	33
XXVIII	Commendations--Honorable Menstions .....	34
XXIX	Defective Vehicles .....	35
XXX	Special Training .....	36
XXXI	Salaries--Longevity .....	37
XXXII	Table of Organization Committee .....	38
XXXIII	Miscellaneous .....	39
XXXIV	Separability and Savings .....	40
XXXV	Duration of Agreement .....	41

PREAMBLE

THIS AGREEMENT entered into this        day of           , 1973,  
by and between the CITY OF JERSEY CITY, in the County of Hudson,  
New Jersey, a Municipal Corporation of the State of New Jersey, here-  
inafter called the "City", and the JERSEY CITY POLICE OFFICERS  
BENEVOLENT ASSOCIATION, INC., hereinafter called the "Association",  
represents the complete and final understandin on all bargainable issues  
between the City and the Association, and the City agrees not to enter  
into any other Agreement or contract with those of its employees who  
are hereby covered, which in any way conflicts with the terms and pro-  
visions of this Agreement.

ARTICLE I

RECOGNITION

Section 1. The City hereby recognizes the Association as the  
exclusive collective negotiations agent for all non-supervisory Police  
Officers enmplyed by the City.

Section 2. The title Police Officer shall be defined to include  
the plural, as well as the singular, and to include males, as well as  
females, and those Police Officers assigned to the Investigative Division  
of the Police Department.

## ARTICLE II

### MAINTENANCE AND MODIFICATION OF WORK RULES

Section 1. All conditions of employment relating to wages, hours of work, and general working conditions contained in the rules and regulations of the Police Department, Ordinances or Resolutions of the City pertaining to Police employees, or directives from the office of the Police Chief, or Director of Public Safety, which are of universal application within the Police Department, currently in effect, shall be maintained for the life of this Agreement.

Section 2. Proposed new rules or modification of existing rules governing working conditions, as set forth above, which are not exclusively within the discretion of management, shall be negotiated with the majority representative prior to implementation.

## ARTICLE III

### ASSOCIATION REPRESENTATIVES AND MEMBERS

Section 1. Accredited representatives of the Association, not to exceed three (3), shall be permitted to visit Police Headquarters, Sub-stations, or Office of the Police Director for the purpose of observing working conditions or assisting in the adjustment of grievances. When the Association decides to have its representatives enter the City facilities or premises as outlined above, it will request such permission from the appropriate City representatives and such permission will not be unreasonably withheld, provided further that there shall be no interference with the normal operations of the business of City Government, or the normal duties of employees. Before entering the aforesaid premises, the authorized representative shall notify the unit Commander, or in his absence, his authorized representative.

Section 2. The current practice with respect to the operation of the P.O.B.A. regarding the administration of this Agreement, shall be maintained for the life of this contract, including the assignment of the President to special duty, so that except in emergencies, he may devote virtually full time to the administration and enforcement of this Agreement.

Section 3. During negotiations, authorized Association representatives not to exceed five (5), may be excused from their normal work duties to participate in collective negotiations sessions that are mutually scheduled

**Article III Continued:**

to take place during their scheduled work time, and shall suffer no loss of regular pay thereby.

**Section 4.** The City agrees to grant time off to up to a maximum of thirteen (13) employees designated by the Association to attend State P.B.A. Conventions and a maximum of five (5) employees to attend F.C.P.A. Conventions as provided by statute, provided seventy-two (72) hours written notice is given to the Chief of the Department by the organization. Said Convention leave shall include reasonable travel time.

**Section 5.** Two (2) members of the Association shall be granted time off to attend State meetings and State Legislative sessions including legislative hearings provided Departmental or Divisional operations are not impeded by the granting of such leave.

**Section 6.** Elected Officers and Unit delegates not to exceed twenty-five (25) shall be granted time off to attend local meetings and caucuses provided Divisional or Departmental operations are not impeded by the granting of such request.

-7-

ARTICLE IV  
RETENTION OF CIVIL RIGHTS

Section 1. Employees shall retain all Civil Rights under New Jersey state law and Federal laws, consistent with their authorities and responsibilities as Police Officers.

## ARTICLE V

### RETIREMENT

Section 1. Members shall retain all pension rights under New Jersey law and Ordinances of the City of Jersey City.

ARTICLE VI  
LEAVES OF ABSENCE

A. A leave of absence, without pay, for up to six (6) months may be granted for good cause to any member who has been employed for a period of ninety (90) days. Said leave shall be granted at the discretion of the City. The leave may be extended for up to an additional six (6) months. Such leave shall not be arbitrarily withheld.

ARTICLE VII  
DUES DEDUCTIONS

Section 1. The City agrees to deduct from the salaries of its employees subject to this Agreement, dues for the Association. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A., R.S. 52:14-15.9(e), as amended. Said monies, together with the records of any corrections, shall be transmitted to the Association office by the fifteenth (15th) of each month following the monthly pay period in which the deductions were made.

Section 2. If, during the life of this Agreement, there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change.

Section 3. The Association will provide the necessary check-off authorization form and deliver the signed forms to the Police Finance Officer. The Association shall indemnify, defend and save the City harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the City in accordance with the instructions of the Association pursuant to this Article.

ARTICLE VIII  
MANAGEMENT RIGHTS

Section 1. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

Section 2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

ARTICLE IX  
NON-DISCRIMINATION

Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Association.

## ARTICLE X

### WORK WEEK, OVERTIME

A. The normal work day shall be eight (8) hours in a work week which shall be the Twenty-two (22) Section Schedule, for employees working around the clock, and steady evening or night tours. Selection of steady tours shall be made on a seniority basis.

B. The President of the Association and the Director of Public Safety shall meet to work out a system to establish bidding for steady shifts on a seniority basis. This shall not include light duty assignments and those requiring special skills.

C. If an employee is recalled to duty he shall receive a minimum guarantee of four (4) hours pay to be computed at time and one half rates based on the average hourly rate for a forty hour week.

D. If an employee is called to duty on his day off, he shall be paid for all hours worked and shall be guaranteed a minimum of four (4) hours at time and one half rates.

E. If an employee is required to work longer than his eight (8) hour tour of duty, he shall receive overtime at time and one half rates.

F. The City shall pay all employees for appearance in Municipal Court, County and Superior Court, Juvenile Court, Grand Jury and A.B.C. proceedings, on their own time, for calendar 1974, at time and one half rates for each appearance, and in calendar 1975 at time and one half with a three hour minimum. Employees shall submit in writing all time spent

Article X continued:

in court to unit commanders. Employees may not be retained for the purpose of attaining the minimum of three hours if the appearance requires less time.

G. In computing overtime any fraction or part of any hour shall constitute a full hour.

H. Overtime shall be paid in the pay period following May, August, November and February for the preceeding period.

I. Employees working between 4PM and 8AM shall be entitled to a shift differential. For the period from January 1, 1974 through April 30, 1974, the rate shall be twenty-five (25) cents per hour. From May 1, 1974 through December 31, 1975, the rate shall be ten (10) cents per hour.

J. Effective January 1, 1974 and through December 31, 1975 all employees shall receive time and one half for the last two hours of their regularly scheduled work week, computed and paid in the same manner as overtime compensation.

## ARTICLE XI

### VACATIONS

A. Annual vacation shall be granted strictly in accordance with seniority at each location.

B. The vacation period shall commence January 1st and continue until December 31st of each year. The vacation allowances shall be as follows:

Up to the end of first calendar year - 1 work day each month

One year to end of five years - 25 work days

After five years - 30 work days

C. All employees shall receive at least 15 days of their respective vacations during the period from June 15th to September 15th each year, if requested. The employer may require the balance of the vacation to be taken before June 15th or after September 15th. Employees may take their remaining vacation days so as to have ten (10) of said days consecutively and, if entitled, the remaining five (5) days consecutively.

D. Employees shall not be subject to recall on days off immediately prior, or upon return from vacation, unless all vacations are canceled because of an emergency.

E. Vacation periods shall begin January 1st and shall continue through the entire year, subject to the conditions of this Article, further on January 1 vacation time of each employee for the ensuing year becomes vested.

**Article XI continued:**

**F. An employee eligible for retirement who dies shall receive full vacation credit for the year of his death.**

ARTICLE XII  
INJURY, SICK LEAVE

A. If an employee is incapacitated and unable to work because of an injury sustained in the performance of his police duties, he shall be entitled to injury leave with full pay during the period in which he is unable to perform his duties. Such leave, not to exceed one (1) year, shall be determined by the Director of the Division of Medical Services and the Director of Public Safety. Such leave shall not be arbitrarily or unreasonably withheld.

B. Employees shall be granted sick leave without loss of pay whenever they are unable to work for reasons of health, up to one (1) year for each illness, pursuant to N.J., R.S. 40:11-9, and such leave shall be determined by the Director of the Division of Medical Services and the Director of Public Safety. Such leave shall not be arbitrarily or unreasonably withheld.

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## ARTICLE XIII

### INSURANCE, HEALTH AND WELFARE

A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, including false arrest insurance of \$100,000 per man and \$300,000 per incident.

B. The City shall supply to employees all necessary legal advise and counsel in the defense of charges filed against them in performance of duty, or the settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgments against said employees from such claims.

C. Life Insurance. The City will provide insurance in the amount *TC. additional b/w* of \$5,000 and Accidental Death and Dismemberment Insurance in the amount of \$5,000 for each employee, and it is the intention of the City to provide employees with \$2,000 life insurance policy upon regular retirement, provided this is not in conflict with State law.

D. The City shall provide Insurance coverage on employees and their personal vehicles when said vehicles are used on recalls or when used otherwise in the scope of employment.

E. Hospitalization. The employees shall receive fully paid Blue Cross, Blue Shield with Rider "J" and major medical to cover themselves and their dependents.

ARTICLE XIV  
TUITION REIMBURSEMENT

When funds are available the Business Administrator agrees to designate two people, and the Union agrees to designate two people who shall constitute a tuition reimbursement committee. This committee shall be charged with establishing equitable criteria for the administration of the program.

All courses taken must be applicable toward a degree in their profession and passing grades are required for tuition reimbursement consideration.

## ARTICLE XV

### EXCHANGE OF DAYS OFF

A. The Police Department may grant a request of any members of the Department to exchange hours, duty or days off, subject to standard rules and regulations pertaining to all members who make this request. The request shall not be unreasonably or arbitrarily denied.

B. The rules and regulations shall be those currently in effect in the Police Department.

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## ARTICLE XVI

### HOLIDAYS

A. All employees, in addition to their regular wages, shall receive in 1974, ten (10) holidays, eight (8) of which shall be given as compensatory days off, and two (2) of which shall be paid in cash at straight time rates during the month of December. In 1975 employees shall receive twelve (12) holidays, eight (8) of which shall be given as compensatory days off and four (4) of which shall be paid in cash at straight time rates during the month of December. All compensatory days shall be credited to employees on January 1 of each year. Request for taking compensatory days off shall not be unreasonably or arbitrarily denied, provided granting of such time off shall not interfere with the orderly operation of the Department. Unused compensatory time off shall accumulate from year to year and shall be granted to each employee prior to his retirement.

B. Should the City declare an additional holiday for any other City employees, the members herein shall receive full amount of additional time off.

ARTICLE XVII  
CLOTHING ALLOWANCE

A. Employees shall be given the sum of \$300.00 clothing allowance in 1974. The sum of \$150.00 shall be paid on the first (1st) Thursday after the Council meeting in January, and an additional \$150.00 shall be paid on the first (1st) Thursday after the Council meeting in July.

B. In 1975 the allowance shall be increased to \$350.00, with semi annual payments of \$175.00.

ARTICLE XVIII  
TERMINAL LEAVE

A. Members who retire shall receive terminal leave immediately prior to retirement. Such leave shall be computed at the rate of four (4) calendar days for each calendar year of service. Added to such leave shall be any compensatory time off and vacation time due which the retiring member has not received. Terminal leave shall count toward accumulation of vacation in the final year of employment.

B. Employees who retire shall have the option of taking this leave prior to retirement or to work until offered retirement date and receive a payment for all such accumulated time.

C. For purpose of this Agreement, any employee who dies and prior to his death was eligible for retirement shall be considered a retired employee and the estate of the deceased shall receive the following:

1. All accumulated compensatory time .
  2. Terminal leave in accordance with this Article.
  3. All accumulated vacation time including full vacation allowance for the year of death.
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## ARTICLE XIX

### FUNERAL LEAVE

A. In the event of a death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day after the funeral, but not to exceed five (5) days.

B. Immediate family, for purposes of this Section, shall be defined as follows: Parents, spouse, child, sister, brother, mother-in-law, son-in-law, daughter-in-law, father-in-law, grandparents, grandchildren, sister-in-law, brother-in-law, or any other relative residing in the immediate household of the employee.

C. An employee shall also be entitled to one day off for attendance at the funeral of an aunt, uncle, niece or nephew.

ARTICLE XX

MILITARY LEAVE

A. The City hereby agrees to grant military leave to any employee,  
in accordance with New Jersey State Statutes.

ARTICLE XXI

BULLETIN BOARDS

A. The City shall permit the installation of bulletin boards at the expense of the Association, but the Police Director shall determine the exact locations and sizes of the boards to be installed.

## ARTICLE XXII

### GRIEVANCE PROCEDURES

#### A. Purpose

(a) The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

(b) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the Chief of the Department, and having the grievance adjusted without the intervention of the Association.

#### B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Association, or the City.

#### C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

**Grievance Procedure continued:**

**Step One:**

(a) An aggrieved employee shall institute action under the provisions hereof within thirty (30) days after grievant became aware, or should have become aware, through diligent inquiry, but in no event more than sixty (60) days after the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate Supervisor, for the purpose of resolving the matter informally. Failure to act within said periods set forth above shall be deemed to constitute an abandonment of the grievance.

(b) The immediate Supervisor shall render a decision in writing within five (5) days after receipt of the grievance.

**Step Two:**

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing, signed by the aggrieved and filed with the Division Commander, within five (5) days following the determination by the immediate Supervisor.

(b) The Division Commander, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

Grievance Procedure continued:

Step Three:

(a) In the event the grievance has not been resolved through Step Two, then within five (5) days following the determination of the Division Commander, or his designee, the matter may be submitted to the Chief of Police.

(b) The Chief, or his designee, shall submit a written answer within ten (10) days from receipt of the grievance.

Step Four:

(a) In the event the grievance has not been resolved through Step Three, then within five (5) days following the determination of the Chief of Police, or his designee, the matter may be submitted to the Director of Public Safety.

(b) A written answer to said grievance shall be submitted by the Director of Public Safety, or his designee, within five (5) days.

Step Five - Arbitration:

(a) If the grievance is not settled through Steps One, Two, Three and Four, either party may refer the matter to the State Board of Mediation within ten (10) days after the determination by the Director of Public Safety. An Arbitrator shall be selected pursuant to the Rules of the State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Director of Public Safety.

**Grievance Procedure continued:**

In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration. The Association shall pay whatever costs may have been incurred in the processing of the matter to arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

(d) The costs for the services of the Arbitrator shall be borne equally between the City and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties.

D. Nothing herein shall prevent any employee from processing his own grievance, provided the Association may be present at any such hearings, and further provided, that no settlement with any such individual employee shall violate this Agreement.

## ARTICLE XXIII

### NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other deliberate interference with the normal operations of the Police Department.

B. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other deliberate interference with the normal operations of the Police Department. The Association agrees that failure to take such action would constitute a material breach of this Agreement.

ARTICLE XXIV  
ASSIGNMENTS, REPORTING TIME

A. Whenever assignments and reporting times are changed, Police Officers shall be notified at least twenty-four (24) hours ahead of time whenever it is possible to do so.

ARTICLE XXV

POLICE EQUIPMENT

A. To the extent permitted by fiscal considerations, the City agrees to provide the following equipment to its Police Officers:

1. Each Police Officer shall be equipped with a walkie-talkie radio when assigned or detailed to foot patrol, if sufficient radios are available.

B. The City agrees to make optional, as part of Police equipment, the carrying of a nine( 9) millimeter automatic hand gun, in accordance with qualifying standards within the Department.

C. Future radio car purchases shall be made of patrol cars equipped with raingutters, air-conditioning and power steering, within the limits of the budgetary requirements of the Department (these radio cars shall be assigned to the Patrol force).

## ARTICLE XXVI

### SAFETY AND HEALTH COMMITTEE

A. The Association hereby agrees to create a Safety and Health Committee of its members.

B. The City hereby agrees to designate administrative personnel of the Department of Public Safety to meet periodically with the Safety and Health Committee of the Association. These meetings shall take place as jointly scheduled by the Safety and Health Committee of the Association and the designee of the City.

C. The purpose of the joint committee shall be to generate proposals and suggestions for the maintenance of high safety and health standards for the operation of the Department.

ARTICLE XXVII

QUALIFICATIONS OF EMPLOYMENT

A. All minimum standards presently in effect for appointment to  
the position of Police Officer shall be maintained.

## ARTICLE XXVIII

### COMMENDATIONS AND HONORABLE MENTIONS

- A. It is the desire of the City of Jersey City to award in a tangible way those of its employees who perform their duties in an exemplary fashion.
- B. Any Police Officer earning the award of Honorable Mention shall receive two (2) days of compensatory time off.
- C. Any employee receiving a Commendation shall receive one (1) compensatory day off.

ARTICLE XXIX

DEFECTIVE VEHICLES

- A. It shall be the responsibility of each Police Officer to immediately report any defective vehicles to their immediate Superior.
- B. In the event appropriate City authorities determine that a vehicle is in an unsafe operating condition, said vehicle shall be removed from service and repaired.

ARTICLE XXX

SPECIAL TRAINING

A. Special Training shall be scheduled during working hours whenever practice.

ARTICLE XXXI  
SALARIES AND LONGEVITY

A. 1. Police Officers and Detectives shall receive compensation  
in 1974 and 1975 in accordance with the following schedule:

		1974	1975
Police Officer	First Year	10,000	10,500
Police Officer	Second Year	11,000	11,500
Police Officer	Third Year	12,866	13,000
Police Officer	Fourth Year	13,100	14,100
Detective		14,151	15,151

2. The City reserves the right to raise entry level salaries.

B. Employees shall receive annual longevity payments in accordance  
with the following schedule:

<u>Years of Service</u>	<u>Payment</u>
From five years up to ten years	\$200
From ten years up to fifteen years	\$400
From fifteen years up to twenty years	\$600
From twenty years up to twenty five years	\$800
Over twenty five years	\$1,000

## ARTICLE XXXII

### TABLE OF ORGANIZATION COMMITTEE

A. Immediately upon implementation of this Agreement, a Committee is to be formed to be known as the Table of Organization Committee and shall be composed of four members; two from the City and two from the Association.

B. Such Committee shall choose its own chairman and formulate its own rules.

C. The purpose of the Committee shall be to provide input into any development of a table of organization for patrolmen within the Department.

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## ARTICLE XXXIII

### MISCELLANEOUS

A. The City agrees to assign two (2) employees to Radio Cars between the hours of 4:00 P. M. and 8:00 A. M. except in an emergency.

B. Mental Patients shall be transported in an ambulance.

C. This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

D. Annual uniform inspections shall be eliminated and in its place the Unit Commander or his Designee shall carry out these inspections at roll call.

E. The benefits in this contract shall apply only to those employees who are on the payroll at the time this contract is signed by all parties. Employees hired after this contract is signed shall also receive all the benefits provided in this Agreement.

ARTICLE XXXIV  
SEPARABILITY AND SAVINGS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXXV

### DURATION OF AGREEMENT

A. This agreement shall be effective as of January 1, 1974 and shall terminate on December 31, 1975.

B. Bargaining for the succeeding contract shall commence on or about August 1, 1975. In the event no agreement is reached between the parties by November 1, 1975, it is hereby agreed that an impasse shall have been reached and at that time the parties agree to mediation and fact finding pursuant to N.J.S.A. 34:13A-1, et seq. If an agreement is still not reached following mediation and fact finding, the parties agree to submit their issues to an arbitrator whose decision on the terms of the collective bargaining contract shall be binding upon the parties. Said Arbitrator shall be selected from a panel referred to the parties by the New Jersey State Board of Mediation.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey, on this day of , 1974.

JERSEY CITY POLICE OFFICERS  
BENEVOLENT ASSOCIATION

By:

John Carroll

Witness:

By Nicholas J. Scerbo

William J. Kelly  
Director of Personnel

CITY OF JERSEY CITY,  
HUDSON COUNTY, NEW JERSEY

By:

M. Farn

Witness:

By: Jean P. Miller